

JUN 24 4 03 PM '93

## TERMINATION OF PERMANENT DRIVEWAY EASEMENT

BK 258 PG 663

W.E. DAVIS CH. CLK. J.S. Cleveland

WHEREAS, Michael D. Alger conveyed to Jack O. Jones, as  
Trustee, a right of way for ingress and egress over the land in  
DeSoto County, Mississippi, described as follows:

A 50-foot parcel on the south side of the Alger 10-acre tract described as beginning at the southeast corner of the Alger ten acres as conveyed by the deed in Book 216, Page 510, in the west right of way of Scott Road; thence south 86°39' west along the north line of the McGill tract (formerly Ketchum) to the northwest corner of the McGill tract; thence north with Alger's west line 40 feet to an iron pin; thence north 80°09' east 115.0 feet to an iron pin; thence north 86°39' east 481.54 feet to a point in the east right of way of Scott Road (80 feet wide); thence south 50 feet to the point of beginning; and

WHEREAS, Jack O. Jones, Trustee, conveyed to Michael D. Alger, a right of way for ingress and egress over land in DeSoto County, Mississippi described as follows:

Beginning at the southeast corner of the Jones 25-acre tract as described by the deed recorded in Book 198, Page 337; which point is the northeast corner of the Alger 225.65 acres; thence north 75°29' west 258.54 feet to an iron pin; thence north 29°08' east 41.61 feet to an iron pin; thence south 56°21' east 35.88 feet to an iron pin; thence north 89°18' east 67.17 feet to an iron pin; thence north 67°06' east 141.65 feet to an iron pin in the west line of the Alger ten (10) acre tract; thence with the west line of the Alger tract south 40 feet to Alger's southwest corner; thence south 2°39' east with McGill's line 100 feet to the Point of Beginning.

That the parties herein, being Michael D. Alger and Jack O. Jones and wife, Henriette F. Jones, do hereby agree and by execution of this Termination Of Driveway Easement forever terminate the easements granted in that certain permanent driveway easement which was recorded at Deed Book 224, Page 20, in the Office of the Chancery Court of DeSoto County, Mississippi. That as a further explanation, the parties as noted herein, have exchanged properties for consideration and that with said exchange the easements are further terminated by the doctrine of merger as the easements will now belong to their respective property owners in fee simple.

Therefore, it is understood by the undersigned parties,


Michael D. Alger, an individual, and Jack O. Jones as Trustee, Jack O. Jones, individually, and wife, Henriette F. Jones, that the permanent driveway easement as described herein shall be forever terminated and that no party herein shall have access to the other party's property for driveway purposes until such time as further agreement is reached in the event of the necessity to do so is present.


That, further, the parties agree and acknowledge that the termination of the driveway easement will not affect the provision found in the aforementioned instrument at Deed Book 224, Page 420, in the Office of the Chancery Clerk regarding the use of the underground electric service and the connection thereto between Michael D. Alger and Jack O. Jones.

WITNESS the signatures of the parties this the 23<sup>rd</sup> day of June, 1993.

  
MICHAEL D. ALGER

  
JACK O. JONES, TRUSTEE

  
JACK O. JONES, INDIVIDUALLY

  
HENRIETTE F. JONES

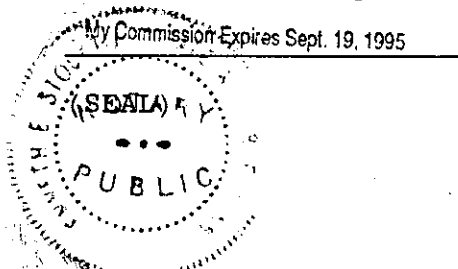
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, MICHAEL D. ALGER who acknowledged that he signed and delivered the foregoing Termination Of Permanent Driveway Easement on the day and year therein expressed and did so as his free and voluntary act and deed.

Given under my hand and official seal of office on this the 23<sup>rd</sup> day of June, 1993.

  
NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JACK O. JONES, TRUSTEE, JACK O. JONES, INDIVIDUALLY, AND HENRIET F. JONES who acknowledged that they signed and delivered the foregoing Termination Of Permanent Driveway Easement on the day and year therein expressed and did so as their free and voluntary act and deed.

Given under my hand and official seal of office on this the 23<sup>rd</sup> day of June, 1993.

  
NOTARY PUBLIC

My Commission Expires:

